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Rev. 06-09-2020

## REQUEST FOR PROPOSAL SCHEDULE

Listed below are the dates pertinent to this Request for Proposal. Highmark's intent is to adhere to this schedule as closely as possible. However, we reserve the right to modify, if required.

Request for Proposal Issue Date	November: 8, 2020
Signed Confidentiality Agreement Due	November: 13, 2020, by 12:00 Noon
Notification of Intent Form Due	November: 13, 2020, by 12:00 Noon
Site Tour	November: 14, 2020, beginning at 9:00 AM
Offeror's Written Questions Regarding Request for Proposal Due	November: 15, 2020, by 12:00 Noon
Answers to Offeror's Written Questions Returned	November: 18, by 12:00 Noon
E-Mailed Proposal Submission Due Date and Time	November: 22, 2020 , by 12:00 Noon
Response Analysis	Commencing on . 22, 2020
Anticipated Announcement of Successful Offeror	November: 25, 2020 thru December 4 2020
Anticipated Notification to Unsuccessful Offerors	November: 25, 2020 thru .December 4 2020

Rev. 06-09-2020

**INSTRUCTIONS TO OFFERORS**

1. Offeror's proposal must be submitted on the enclosed Proposal Form and shall be signed by an authorized officer or employee of the Offeror. Proposals not submitted on the Proposal Form will be rejected.
2. Offerors' price, as proposed in Appendix A - Pricing, shall be inclusive of all costs involved. Alternate formats for proposing prices will also be accepted; however, 1) the Offeror must propose for the original requirements, as well as the alternate format, and 2) the alternate proposal must be identified as such and must be submitted subject to all terms, conditions, and instructions of this Request for Proposal No. FAC41. The alternate proposal shall be inclusive of all costs, in the same manner as the original proposal.
3. Do not include sales, use or federal excise taxes in the quotation. Exemption certificates will be furnished when requested.
4. Offerors shall clearly explain in their Responses how they will meet all requirements, as detailed in the Scope of Work. Each numbered or lettered item must be individually addressed, in detail. Adherence to all of Highmark's requirements is critical.
5. Offerors are expected to carefully examine the Scope of Work and Instructions and will be responsible to question any discrepancies, errors, and/or omissions in the Request for Proposal. Failure to do so is at the Offeror's risk since failure to provide all requested information will be considered non-responsive and may result in the Offeror's proposal being eliminated from consideration.
6. In the event it becomes necessary to revise any part of this Request for Proposal, an addendum will be provided for all Offerors who receive the Request for Proposal.
7. Electronic proposals may be submitted until 12:00 Noon on March 22, 2020, to [charlotte.wakefield@highmark.com](mailto:charlotte.wakefield@highmark.com) and [kevin.mckinney@highmark.com](mailto:kevin.mckinney@highmark.com) and reference the Request for Proposal number in the Subject line.
8. Late or incomplete proposals and unsolicited corrections and/or modifications received after the closing time will not be given consideration.
9. Once proposals are in Highmark Inc.'s possession, all further correspondence or other communication regarding this Request for Proposal will be initiated solely by Highmark Inc., pending an announcement of award. No correspondence or communication initiated by Offerors will be acceptable. All Offerors will be notified of the outcome of this solicitation.
10. A Site Tour will be provided on March 14, 2020,, beginning at 9:00 AM. All parties should meet at the Security Desk in the lobby at 800 Delaware Avenue, Wilmington, DE, 19801. During the Site Tour all Offerors will be responsible for documenting all question and answers. If there are any questions after the Site Tour Offerors must document the questions and email them to [charlotte.wakefield@highmark.com](mailto:charlotte.wakefield@highmark.com) and [kevin.mckinney@highmark.com](mailto:kevin.mckinney@highmark.com) by the date and time indicated in the schedule of this Request for Proposal.

## TERMS & CONDITIONS

### A. General

1. The information contained in this Request for Proposal is confidential and is disclosed for the sole purpose of providing each Offeror with sufficient information to develop and to submit a proposal. Further use or disclosure of this Request or the information contained herein for purposes other than preparation of proposals, without obtaining the prior written consent of Highmark Inc., is prohibited. All Offerors are required to execute the enclosed Confidentiality Agreement as a condition of making a proposal to Highmark Inc.
2. The Offeror is responsible to completely define all one time and ongoing costs which Highmark Inc. should expect to incur, whether or not they have been specifically requested in the Request for Proposal. Offeror shall guarantee the prices proposed for ninety (90) days to allow Highmark Inc. sufficient time to make an informed decision.
3. Highmark Inc. will not be responsible for any costs incurred in the development of any proposal in response to this Request for Proposal.
4. Any proposal submitted to Highmark Inc. in response to this Request for Proposal shall become the property of Highmark Inc.
5. Highmark Inc. reserves the right to reject any and all proposals submitted, to cancel this request or any part thereof at any time without prior notice, and to accept the proposal of any other party, if it deems such action to be in the best interest of Highmark Inc. Furthermore, Highmark Inc. reserves the right to award based on initial offers or those subsequently requested, and to further negotiate with any and all Offerors. Highmark's decision shall be final.
6. All Offeror's representations to Highmark Inc. whether verbal or written will be relied on by Highmark Inc. in its evaluation of potential Offerors. Highmark Inc.'s reliance on the Offeror's represented expertise shall be considered as incorporated into any, and all, formal agreements between the parties.
7. Responsive Offerors to this Request for Proposal will have demonstrated their agreement to not make verbal or written assurances, unless they can actually perform as described in said assurances.
8. Submissions for this product/service must be directed only to the representatives of Corporate Procurement listed herein. If an Offeror contacts other individuals within Highmark Inc. or its subsidiaries and affiliates concerning this transaction, that Offeror's proposal may, at Highmark's sole discretion, be deemed void. Offerors found to have used the information from the proposals, in whole or part, submitted by other Offerors shall be disqualified from this Request for Proposal.
9. Included in this Request for Proposal is a copy of Highmark Inc.'s Service Agreement ("Agreement"). Highmark Inc. must do business based on the terms and conditions of this Agreement.

### 10. Warranties

The successful Offeror will warrant that all products/services proposed hereunder will conform to applicable specifications, scopes of work, instructions, charts, and/or data provided by the Offeror and will be of good tradesmanship, will be fit and sufficient for the purposes intended by Highmark Inc., and will be free from all liens and encumbrances. These warranties will be in addition to all other warranties, express, implied or statutory. All warranties will survive acceptance of any payment for any and all products/services provided.

### 11. Indemnification/Insurance

To the extent that Offeror's agents, employees or subcontractors enter upon premises occupied by or under the control of Highmark Inc. or its affiliates and subsidiaries in the course of responding to this Request for Proposal or performance of a resultant order, Offeror will take all necessary precautions to prevent the occurrence of any injury (including death) to any persons, or of any damage to any property, arising out of acts or omissions of such agents, employees, or subcontractors, and, except to the extent that any such injury or damage is due solely and directly to Highmark Inc.'s negligence, will indemnify, defend and hold Highmark Inc., its officers, employees and agents harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees arising out of any act or omission of Offeror, its agents, employees or subcontractors. Offeror will maintain and require its subcontractors to maintain:

a. Workers Compensation Insurance:	Statutory requirements
b. Commercial General Liability Insurance	
Bodily Injury	\$ 1,000,000 each occurrence
	\$ 1,000,000 aggregate
Property Damage	\$ 1,000,000 each occurrence
	\$ 1,000,000 aggregate
c. Automobile Insurance	
Bodily Injury	\$ 500,000 each occurrence
	\$ 1,000,000 aggregate
Property Damage	\$ 500,000 each occurrence
	\$ 1,000,000 aggregate
d. Umbrella Liability	\$ 5,000,000 each occurrence

Each liability insurance policy shall name Highmark Inc. as an additional insured and said policies of insurance shall provide thirty (30) days prior written notice to Highmark Inc. of any cancellation or any material change in coverage.

Proof of said policies of insurance shall be provided upon Highmark's request prior to coming on premises to commence preparation of this Request for Proposal or performance of any resultant order.

12. This request for proposal shall be awarded based upon the basis of award criteria which is found within this Request for Proposal.
13. Working Arrangements. Offeror, performing work or Services hereunder on Highmark's premises, shall observe all fire prevention, security and safety rules, and other Highmark rules in force at the site of work.

Neither Offeror nor its personnel shall use Offeror's or their own computer equipment to perform the Services set forth hereunder if required to connect locally or remotely to Highmark's systems. Likewise, neither Offeror nor its personnel shall connect any storage media or device to Highmark's equipment or systems to perform the Services set forth hereunder. Highmark shall supply computer equipment of Highmark's choosing to Offeror's personnel to enable connection to

Highmark's systems and performance of the Services. Such computer equipment shall be returned to Highmark in fully useable condition (less normal wear and tear) immediately upon completion of the Services. Offeror shall follow all policies and procedures for the use of the computer equipment supplied, which shall be provided to Offeror in writing. Any exceptions to this requirement shall require advance written approval by management (or a management delegate) of Highmark's Information Services Group. In the event an exception is granted, Highmark reserves the right to scan Offeror's equipment for vulnerabilities to Highmark's systems.

## **ABOUT HIGHMARK**

Highmark was created in 1996 by the consolidation of two Pennsylvania licensees of the Blue Cross and Blue Shield Association – Pennsylvania Blue Shield (now Highmark Blue Shield) and a Blue Cross plan in western Pennsylvania (now Highmark Blue Cross Blue Shield). We are now one of the largest health insurers in the United States.

## **SUPPLIER GUIDE**

Highmark develops strong business relationships with suppliers who provide goods and services at the best possible value to the corporation. As a leader in the health care industry, Highmark is committed to supplier diversity by encouraging the growth of small, minority-owned and women-owned businesses through our Supplier Diversity Program.

For more details about Highmark or its procurement practices, please visit our website at [www.highmark.com](http://www.highmark.com) and choose the links “About Highmark” (for general Highmark information) and “Procurement” (for Corporate Procurement’s Supplier Guide).

## PROPOSAL FORM

PROPOSAL FROM ***Innovative Restoration & Facility Services & Madison Lawrence Ind., Inc.***  
(Offeror's Name)

TO: Highmark Inc.  
[charlotte.wakefield@highmark.com](mailto:charlotte.wakefield@highmark.com)  
[ken.williams@bcbsde.com](mailto:ken.williams@bcbsde.com)

Ladies/Gentlemen:

Having examined in its entirety the Instructions to Offerors, Terms and Conditions, Scope of Work, Service Agreement, and any addenda thereto, and all other documents comprising and hereinafter collectively referred to as the Request for Proposal No. FAC41, all as prepared by Highmark Inc., the undersigned proposes and agrees to supply all Building and Janitorial Services for the prices shown herein.

1. Can the Offeror provide all of Highmark's requirements including all performance criteria?

Yes ☒ No ☐  
If No, what are the exceptions?

2. Offerors must provide resumes and certifications for the individuals, who will be responsible for oversight of any contracted activities for Highmark Inc.

3. The Offeror represents that the following persons are authorized to negotiate on its behalf with Highmark Inc. in                      Regards to this Request for Proposal:

List names, titles, telephone numbers, and e-mail addresses of the authorized negotiators:

Name	Title	Telephone	Email Address
<u>Keith D. Dozier</u>	<u>President</u>	<u>610.494.9180</u>	<u>kdozier@innioativerestoration.com</u>
<u>Len McTier</u>	<u>President</u>	<u>98.688.5114</u>	<u>lmctier@madisonilawrenceind.com</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

By signing this Proposal Form, Offeror agrees to be bound by the Terms and Conditions of this Request for Proposal and represents that the information and pricing offered is true, correct, and accurate as of the date of submission.

OFFER GUARANTEED FROM DATE SHOWN BELOW FOR ninety (90) DAYS, TO ALLOW HIGHMARK INC. SUFFICIENT TIME TO MAKE AN INFORMED DECISION.

Offeror Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_, 2020

## APPENDIX A SCOPE OF WORK

### JANITORIAL SERVICES

#### Janitorial Schedule

161,000 square foot of HMBCBS leased space

#### **A. Office Area [Including Dining and Food Serving Areas]**

**Daily: Five (5) times per week**

1. Empty and clean all waste receptacles remove dry waste material from the premises; wash receptacles and replace liners as necessary.
2. Sweep and dust mop uncarpeted areas using a dust-treated mop.
3. Vacuum all carpets and carpeted areas as needed.
4. Hand dust and wipe clean with treated cloths all horizontal surfaces including furniture, office equipment, windowsills, door ledges, and chair rails within normal reach, so long as surfaces are clear of personal property and debris.
5. Wash clean all water fountains.
6. Dust around and about all desk equipment and telephones.
7. Wipe clean all brass and other bright work.
8. Upon completion of cleaning, all lights will be turned off and doors locked, leaving the premises in orderly condition.
9. Spot clean carpet stains.
10. Provided detailed logs supporting work performed
11. Provide Quality Control Measures
12. Apply All OSHA required safety measures
13. A wipe down of all backsplash locations in pantry locations

#### **Weekly:**

1. Dust coat racks and the like.
2. Remove all finger marks from private entrance doors, light switches and doorways.
3. Hand dust supply grills within normal reach.

#### **Monthly:**

1. Wash all partition glass in leased space.

#### **Quarterly:**

1. Render high dusting not reached in daily cleaning to include:
  - a. Dusting all pictures, frames, charts, and similar wall hangings.
  - b. Dust all vertical surfaces such as; partitions, doors, and bucks.
  - c. Vacuum or dust all pipes, supply air grills and high moldings.
  - d. Clean mini-blinds
2. Clean and spray wax vinyl tile floors in leased space (strip wax annually).
3. Shampoo all leased space carpet (Milliken Brand Carpet) by using the "Capture" process in order to ensure and protect the Milliken lifetime warranty. **(vendor must be "Capture Certified")**

**As Required:**

1. Wash vinyl wall covering on core walls.

**B. Lavatories: [Including Fitness Center Shower Area]****Daily: Five (5) times per week**

1. Sweep and damp mop floors
2. Clean all mirrors, powder shelves, dispensers and receptacles, bright work, flushometers, piping and toilet seat hinges.
3. Wash and disinfect both sides of all toilet seats.
4. Wash and disinfect all basins, bowls, faucets/spigots, urinals, including entrance and exit door handles.
5. Dust and clean all powder room fixtures.
6. Empty and clean paper towel and sanitary disposal receptacles.
7. Remove waste paper and refuse.
8. Refill tissue holders, soap dispensers, towel dispensers, vending sanitary dispensers.
9. A sanitizing solution will be used in all lavatories cleaning.
10. Wash all partitions and tile walls in lavatories as needed.

**Monthly:**

1. Machine scrub lavatory floors.

**C. Main lobby, Elevators, Corridors****Daily: Five (5) times per week**

1. Sweep, wash, or damp mop all floors
2. Wash all rubber mats
3. Clean elevators, vacuum floors, wipe down walls and doors.
4. Spot clean any metal work inside lobby.
5. Spot clean any metal work surrounding entrance doors.
6. Clean lighting fixtures (as required)
7. Shampoo carpets as required (required once a month)

**D. Vinyl Tile -- Lobbies and Corridors    Nightly:**

1. Sweep and damp mop all tile floors. Vacuum all carpeted areas.

**Weekly:**

1. Spray wax and buff, using non-skid wax.
2. Power scrub floor located in kitchen and scrub Ceramic Cove Base

**Semi-annually:**

1. Strip, clean and wax with non-skid wax. Dry shampoo common area carpets.

**E. Coffee/Pantry Stations:****Nightly:**

1. Clean counter top surfaces and back-splash  
Café: Power scrub serving area and ceramic cove base
2. Scour kitchen sinks
3. Clean inside/outside of microwave ovens
4. Clean outside refrigerators

**Weekly: Fridays @ (5:00pm)**

1. Clean out and dispose of all items and contents in all refrigerators and freezers.

**F. Day Matron Services:**

In addition to the personnel required to perform the scheduled night services, the vendor will be required to provide a roving porter who will be stationed and service the leased space Monday through Friday at eight (8) hours per day, whose responsibilities will be to provide services for the building on an as needed basis. The porter shall be educated to provide the following services and any additional duties as directed by HMBCBS.

1. Clean all elevator lobbies and corridor; vacuum and clean spills from carpets and floors as necessary.
2. Damp wipe and maintain elevator cabins free from debris and smudges; vacuum cabin floors at least once daily, removing stains and surface debris as necessary.
3. Monitor and clean, as necessary, all restrooms.
4. Maintain all entrance door glass and metal frames free from dirt, dust, and finger and handprints.
5. Damp wipe and sanitize building drinking fountains, removing all stains and deposits. Damp wipe adjacent walls and floors as necessary.
6. Maintain exterior common areas free from debris, cigarette butts, and other trash.
7. Empty trash containers as necessary and damp wiping all containers.
8. Maintain specific areas effected by inclement weather
9. Provide direct point of contact for supervisors of site staff (day & night shift)
10. Restock Kitchen / Pantry locations of coffee and related supplies (as needed)
11. Store all cleaning related tools & materials to it designated Janitorial closet if not in use.

**Note: Floor plans are included in the Zip File attached in the email invitation to participate in this Request for Proposal.**

**APPENDIX B PRICING**

**UNION LABOR**

Estimated Cost of Services for 2020

	<i>Total Number of Hours</i>	<i>Monthly</i>	<i>Annually</i>
<b><u>JANITORIAL SERVICES</u></b>			
Manager Position @28.53/hour	2080	\$4,945.20	\$59,342.40
Lead Position @35.09/hour	1300	\$3,801.42	\$45,617.00
Cleaner Position @34.63/hour	11,440	\$33,013.93	\$396,167.20
Sub-Total			
Total Costs and hours for 2020	14,820	\$41,760.55	\$501,126.60

Estimated Cost of Services for 2020

	<u>Total Number of Hours</u>	<u>Monthly</u>	<u>Annually</u>
<b><u>JANITORIAL SERVICES</u></b>			
Manager Position @29.54/hour	2080	\$5,120.27	\$61,443.20
Lead Position @35.99/hour	1300	\$3,898.92	\$46,787.00
Cleaner Position @35.54/hour	11,440	\$33,881.47	\$406,577.60
Sub-Total			
Total Costs and hours for 2020	14,820	\$42,900.66	\$514,807.80

Estimated Cost of Services for 2020

	<u>Total Number of Hours</u>	<u>Monthly</u>	<u>Annually</u>
<b><u>JANITORIAL SERVICES</u></b>			
Manager Position @30.38/hour	2080	\$5,265.87	\$63,190.40
Lead Position @36.70/hour	1300	\$3,975.83	\$47,710.00
Cleaner Position @36.22/hour	11,440	\$34,529.73	\$414,356.80
Sub-Total			
Total Costs for 2020	14,820	\$43,771.43	\$525,257.20

Increase Cap for 2019 \_\_\_\_\_ 2 %

Increase Cap for 2018 \_\_\_\_\_ 2 %

**NON-UNION LABOR**

Estimated Cost of Services for 2020

	<u>Total Number of Hours</u>	<u>Monthly</u>	<u>Annually</u>
<b><u>JANITORIAL SERVICES</u></b>			
Manager Position @28.53/hour	2080	\$4,945.20	\$59,342.40
Lead Position @25.32/hour	1300	\$2,743.00	\$32,916.00
Cleaner Position @23.87/hour	11,440	\$22,756.07	\$273,072.80
Sub-Total			
Total Costs and hours for 2020	14,820	\$30,444.27	\$365,331.20

Estimated Cost of Services for 2020

	<u>Total Number of Hours</u>	<u>Monthly</u>	<u>Annually</u>
<b><u>JANITORIAL SERVICES</u></b>			
Manager Position @29.54/hour	2080	\$5,120.27	\$61,443.20
Lead Position @25.84/hour	1300	\$2,799.33	\$33,592.00
Cleaner Position @24.35/hour	11,440	\$23,213.67	\$278,564.00
Sub-Total			
Total Costs and hours for 2020	14,820	\$31,133.27	\$373,599.20

Estimated Cost of Services for 2020

	<u>Total Number of Hours</u>	<u>Monthly</u>	<u>Annually</u>
<b>JANITORIAL SERVICES</b>			
Manager Position @30.38/hour	2080	\$5,265.87	\$63,190.40
Lead Position @26.35/hour	1300	\$2,854.58	\$34,255.00
Cleaner Position @24.85/hour	11,440	\$23,690.33	\$284,284.00
Sub-Total			
Total Costs for 2020	14,820	\$31,810.78	\$381,729.40

Increase Cap for 2016 2 %

Increase Cap for 2017 2 %

**BASIS OF AWARD**

The following Offerors shall be eliminated from consideration:

1. Debarred from doing business with the federal government

The following factors shall be considered in making an award and are listed in no particular order of importance:

1. Projected total cost to Highmark of acquiring Building and Janitorial Services.
2. Offeror's response to the requirements of this Request for Proposal.
3. Offeror's references.
4. Offeror's resumes.
5. Offeror's finances (if required).
6. Acceptance of Highmark's Service Agreement.

Highmark is committed to encouraging the growth of small, minority, veteran, and women-owned companies (i.e., small and disadvantaged businesses) and embraces the concept of promoting opportunities for these businesses. Special consideration shall be given to those companies that are certified and/or meet the requirements set forth by the U.S. Small Business Administration in the aforementioned business categories in making awards for purchase of the goods and/or services solicited herein.

Highmark Inc. reserves the right to reject any and all proposals submitted, to cancel this request or any part thereof at any time without prior notice, and to accept the proposal of any other party, if it deems such action to be in the best interest of Highmark Inc. Furthermore, Highmark Inc. reserves the right to award based on initial offers or those subsequently requested, and to further negotiate with any and all Offerors. Highmark's decision shall be final.

**NOTIFICATION OF INTENT TO SUBMIT PROPOSAL AND ATTEND SITE TOUR**

Please complete and return this form whether you do or do not plan on submitting a proposal and/or attending the Site Tour by emailing to [charlotte.wakefield@highmark.com](mailto:charlotte.wakefield@highmark.com) and [kevin.mckinney@highmark.com](mailto:kevin.mckinney@highmark.com).

Name of Organization

Mailing Address

Representative's Name

Representative's Title

Phone Number

FAX Number

E-Mail Address

We intend on doing the following: (check one)

1. ☐ We will submit a Proposal
2. ☐ We will NOT submit a Proposal

If Number 2. is checked, please give a brief explanation in the space provided.

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We intend on doing the following: (check one)

1. ☐ We will attend the Pre-Proposal Conference. Notation: A maximum of 2 representatives may attend this conference.
2. ☐ We will NOT attend the Pre-Proposal Conference.

The representative(s) that will be attending are:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SUPPLIER DIVERSITY COMMITMENT FORM**

As a leader in the health care industry, Highmark is committed to encouraging the growth of diverse suppliers through its Supplier Diversity Program. Highmark embraces the concept of supplier diversity, which consists of support and development of diverse suppliers, identifying opportunities for partnerships, increasing corporate diverse spend, and promoting opportunity for qualified diverse businesses to do business with Highmark both directly and indirectly.

**A SELECTED SUPPLIER MUST MAKE A GOOD FAITH EFFORT TO MEET THE SUPPLIER DIVERSITY CONTRACT GOAL OF TWENTY THREE PERCENT (23%) OF PROCUREMENT SPEND RELATED DIRECTLY OR INDIRECTLY TO PERFORMANCE OF ANY CONTRACT THAT MAY RESULT FROM THIS REQUEST FOR PROPOSAL. FAILURE TO COMPLETE THIS SUPPLIER DIVERSITY COMMITMENT FORM MAY BE SUFFICIENT CAUSE FOR BID REJECTION.**

1. If Supplier is not considered to be a Diverse Supplier, describe your organization's approach and commitment to enhance utilization of Diverse Suppliers on a professional level in the implementation of any contract that may result from this Request for Proposal.
2. Does your organization have a Supplier Diversity Program?  
☐ YES ☐ NO
3. If yes, who administers this program for your organization?  
Name: Title:
4. If no, is your organization pursuing a plan to embrace the concept of supplier diversity?  
☐ YES ☐ NO
5. Will your organization be utilizing any Diverse Businesses as subcontractors?  
☐ YES ☐ NO
6. If yes, please provide the name and address of each diverse supplier, along with a copy of their certification indicating the diversity status. In addition, identify the products and/or services that will be provided. Note: If additional space is needed, attach a separate document.  
Name:  
Address:  
Products &/or Services to be supplied:  
  
Name:  
Address:  
Products &/or Services to be supplied:
7. If your organization will be using Diverse Suppliers as subcontractors, state the total planned dollar value or percentage value that would impact this contract? \$

**HIGHMARK INC. MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement ("Agreement") is effective as of February 8, 2013 (the "Effective Date"), by and between Highmark Inc. ("Highmark"), and Supplier Name ("Supplier"), (each individually, a "Party" and collectively, the "Parties"). The rights and benefits of Highmark under this Agreement may be extended by Highmark, in its sole discretion, to any and all of its subsidiaries and affiliates without the consent of Supplier.

WHEREAS, in order for the Parties to engage in discussions and negotiations concerning current and/or future, potential business relationships, both Parties must provide, receive and discuss information that may relate to data, systems, functions, processes, procedures, and proposed services of each Party for the purposes of Highmark's evaluation of Supplier's products and or services (the "Purpose"); and

WHEREAS, as a result, Highmark may disclose to Supplier and Supplier may disclose to Highmark other certain information that the disclosing party ("Discloser" as defined below) deems proprietary or confidential in order for the Recipient (as defined below) to perform such services; and

WHEREAS, prior to providing any such information, the Parties agree to execute this Mutual Non-Disclosure Agreement.

NOW THEREFORE, in order to allow both Parties to disclose such proprietary or confidential information to each other, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

#### **Definition of Confidential Information**

"Confidential Information" means all proprietary or confidential information of either Party, including, but not limited to, this Agreement and any negotiations, discussions or agreements entered into pursuant to this Agreement, discoveries, inventions, ideas, research, experimental work, concepts, know-how, techniques, processes and procedures, systems, designs, specifications, drawings, sketches, blueprints, tracings, diagrams, models, samples, flow charts, data, algorithms, computer programs, software source documents, financial information, business plans, sales plans, marketing plans, products, services, product or service development plans or product strategies, business forecasts, procurement requirements, customer information, provider information, pricing, contract terms, and any other proprietary or confidential technical, financial or commercial information, whether in written, visual, oral or other tangible or intangible form. The Party disclosing information hereunder shall be referred to as the "Discloser" and the Party receiving information shall be referred to as the "Recipient."

#### **Confidentiality of Information**

The Recipient shall not disclose to any other person, firm, corporation or entity (other than to the Recipient's employees with a need to know), or use for any purpose other than the permitted Purpose, including for its own benefit, except as provided in this Agreement, any Confidential Information it receives from the Discloser.

#### **Standards of Care**

Both Parties shall use at least the same degree of care (but no less than reasonable care) to avoid inadvertent or unpermitted use, disclosure or access of the Confidential Information that they employ with respect to their own proprietary, confidential, or financial information of like kind which they do not wish to have disseminated, published or disclosed.

Each Party will, as soon as reasonably practical after discovery, report to the Discloser any unauthorized use or disclosure of, or access to, the Discloser's Confidential Information.

#### **Inapplicability of Restrictions**

There shall be no restriction under this Agreement with respect to any portion of the Confidential Information which:

- (a) is known to the Recipient at the time of its disclosure;
- (b) is or becomes publicly known through no wrongful act of the Recipient;
- (c) is received from a third party without breach of the third party's confidentiality obligations (to the extent known by Recipient), or the restrictions contained in this Agreement;

- (d) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information, as proven by written records of the Recipient; and
- (e) is approved for release by the Discloser, provided such release is in writing and expressly designates that the Confidential Information is no longer considered confidential or proprietary.

Notwithstanding anything to the contrary herein, this Agreement does not prohibit either Party from disclosing Confidential Information if it is required to do so by court order or government agency of competent jurisdiction, so long as the Recipient provides prior written notice of such required disclosure to the Discloser (to the extent permitted by applicable law), so that the Discloser may have sufficient time to object or seek protective order before release is required. If prior notice is not permitted by law, the Recipient shall take reasonable and lawful actions to avoid and/or minimize the extent of such disclosure including, but not limited to, disclosing the minimum necessary information. To the extent reasonably practicable, any such disclosure shall be subject to the confidentiality protections set forth in this Agreement.

### Ownership

All Confidential Information delivered by the Discloser to the Recipient, pursuant to this Agreement and all Derivatives thereof (as defined below) (whether created by the Discloser, Recipient or a third party), shall be and shall remain the property of the Discloser. All such Confidential Information, and any copies thereof, shall be promptly returned to or destroyed upon the Discloser's written request, and no license or other rights to the Confidential Information or Derivatives are granted or implied hereby. If Confidential Information is destroyed, an officer of the Recipient upon completion of such destruction shall certify the same in writing to the Discloser. "Derivatives" means: (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon or modification thereof; or (iii) for trade secret material, any new material derived from such trade secret material, including new material that may be protected by copyright, patent and/or trade secret, statutes, regulations or common law. All tangible materials furnished to the Recipient by the Discloser shall remain the property of the Discloser of such materials and shall be returned to the Discloser promptly upon its reasonable request, together with any copies thereof.

### No Warranty

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

### Term and Termination

The term of this Agreement shall commence on the Effective Date and continue until this Agreement is terminated as provided in this Section. Either Party may terminate this Agreement upon five (5) days, prior written notice of such termination to the other Party. The restrictions and obligations contained in this Agreement regarding Confidential Information shall survive termination of this Agreement indefinitely, unless otherwise agreed to in writing by the Parties.

### Injunctive Relief

Both Parties agree that, in addition to whatever remedies may be available to either Party under applicable law, both Parties shall be entitled to seek injunctive relief with respect to any actual or threatened violation of this Agreement by the breaching Party hereto. Both Parties expressly agree that any breaching Party hereto shall bear all costs and expenses, including attorneys' fees and costs, incurred by the non-breaching Party in enforcing the provisions of this Agreement.


### Miscellaneous

- (a) This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without respect to its conflict of law provisions.
- (b) This Agreement shall be binding upon both Parties and their successors and assigns. Neither Party shall assign this Agreement or any Confidential Information received pursuant to this Agreement without the other Party's prior written consent.

- (c) This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendment or modification of this Agreement shall be in writing and executed by duly authorized representatives of the Parties.
- (d) This Agreement does not supersede or amend any existing agreement between the Parties for the purchase or use of either Party's products or services. Any subsequent agreement between the Parties shall not supersede this Agreement unless expressly stated therein.
- (e) Each Party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.
- (f) This Agreement may be executed in counterparts which, taken together, shall form one legal instrument.
- (g) No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
- (h) Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have read this Agreement, agree to be bound by it and, therefore, have caused it to be executed by their duly authorized representatives.

**Highmark Inc.**

By:  C.P.M., A.P.P.

Name: Charlotte Wakefield, C.P.M., A.P.P.

Title: Sourcing Analyst